

WATER CASE RE-OPENED BY JUDGE ELLSWORTH.

Instead of Deciding the Mandamus Suit brought
Against Auditor Breed He Hands the Law-
yers a Sheaf of Conundrums.

Contrary to expectation, Judge Ellsworth did not render his decision in the mandamus proceeding brought by the Contra Costa Water Company to compel Auditor Breed to draw his warrant to pay the city's water bills for last year, amounting to \$25,000.

Although the Public Works and Finance Boards had approved the claim and the Council had directed payment by ordinance, the Auditor withheld his approval.

Since the argument closed some time ago, the Judge's decision has been expected from week to week. This morning he reopened the case, and expressed his desire to hear more argument.

In addition to the numerous points raised by counsel he raised a number on his own account and signified a wish for light on them.

In short, the lawyers got a bunch of new conundrums thrown at them instead of a decision. After Judge Ellsworth had got through reading his request for more light, the case was set for December 11th, the argument to be limited to two days.

The Judge read as follows:
In the Superior Court of the County of Alameda, State of California, Department 1.

Before Judge Ellsworth sitting with-
out a jury.
Contra Costa Water Company vs.
Breed, etc.

The Court: In the matter of Contra
Costa Water Company vs. Breed, on
demurrer and so forth, I have re-quested
the presence of counsel this morn-
ing because I desired to have argu-
ment on certain questions, some of
which, perhaps, have not been touched
upon at all, thus far, and others not
fully argued as I desired; and I
have written down the points that I
desire to have discussed and will
have them put in type-writing, I
think, by the reporter, and a copy
furnished to each side. One of the
points is as follows:

"Is the Council the proper body to
which the Auditor should return such re-
jected claims as are set forth in the
complaint?"

That matter was somewhat dis-
cussed, not as fully as I would like to
have it.

"If it is, does the complaint aver
such return?"

In page 29, line 30, of the complaint,
there is a general allegation that the
Auditor refused to audit, and so forth,
and returned the claim. It is not
stated to whom he returned it; and
exactly what is meant by the word
'return' as used in that connection I
do not know. 'What is the meaning
of the word 'return' as used in said
line?"

Is the Council the proper body,
and if the complaint fails to show
such return to the Council, and if no
return was made, can the plaintiff
maintain this action, or should it have
been preceded by mandamus to compel
the Auditor to make such return?"

That matter was argued to some ex-
tent, but especially on the part of
the plaintiff was scarcely touched upon.

The ordinance having been adjudged
void at the suit of this plaintiff,
and the city having been enjoined
from enforcing the rates prescribed by
the ordinance, can this court in this
proceeding treat the matter as though
no ordinance purporting to fix rates
had been passed until the lapse of
time for making an appeal or in case
of an appeal until the determination
of the appeal?"

"Suppose upon appeal to the Su-
preme Court the judgment of the Su-
preme Court should be reversed, and it
should finally be determined that the
water rate ordinance is valid, what
would the effect be?"

It may be answered to that sugges-
tion that the rates sought to be col-
lected here are the same as those fixed
by the ordinance. That is true
to the first ten months of the year;
but on the other hand it is averred
that those rates are less than the rates
collected by the corporation of other
water consumers. I do not know whether
the offer to donate rates for compensa-
tion due for two months amounted
to making a discrimination or not.
Of course that could be a very
easy way, if that can be done, of
evading the constitutional require-
ment that rates should be uniform.
The Water Company may collect for
ten months of the year rates fixed by
ordinance of one-fourth of its
patrons, and donate the rates fixed
for the remaining two months of the
year. Query: Whether that would
amount in itself to discrimination. Of
course there is an attempt in the
complaint to show that the reason of
the donation in this case is that the
City High School fund was depleted.
Whether that is any reason at all I
do not know. There is no allega-
tion of insolvency on the part
of the city; no allegation that
there is not abundance of
money to pay all the claims of
the Water Company, and no reason why
they should compromise with the city;
nor is there any avowal of compromise
made in my opinion, although there
is a suggestion that they have
agreed to accept ten months' pay, and
to donate two months' as a means of
adjusting and compromising its diffi-
culties with the city. I doubt very
much whether that can be said to be a
substantial compromise, or a compro-
mise at all. However, it is not neces-
sary to express any unqualified opinion
on that question at the present time,
but certainly there is no showing in the

complaint that the city is not abun-
dantly able to pay this claim out of the
funds from money which is applicable
for the payment of the entire claim.

"If to compel the Auditor to draw
his warrants for the claims in dispute
would result in enabling the plaintiff
to make discrimination in rates paid by
consumers would the plaintiff
collecting such rates, that is to say
the rates or compensations sought to
be recovered in this action, forfeit his
franchise, and if so, should it have
the aid of the Court to collect the
rates or compensation sought here?"

"Can a forfeiture be asserted or relied
upon until it has been adjudged in an
action brought for that purpose?" That
point was discussed at considerable
length. I would like some further
discussion of it. If it be so, as claimed,
on the part of the respondent, or de-
fendant here, that this Court in this
collateral proceeding can say that the
Water Company has forfeited its fran-
chise, why the next Judge or Court
that is called upon to pass upon that
question may hold precisely the con-
trary, and infinite confusion may arise.

"If there is a forfeiture, what is for-
feited? Can anything more than the
franchise granted by the State be for-
feited? Is the right to collect pay for
water furnished forfeited? Is this one
of the franchises granted by the State?"

The Constitution undertakes in terms
to say that all the property of a water
works corporation shall be forfeited.
Now, perhaps it is a very serious ques-
tion whether the State can forfeit any-
thing more than that which it has grant-
ed, whether it can take away property
which the corporation has created, and
which has never been given to it by the
State at all; and has anything more been
given by the State than the franchise to
the corporation? It may be said that
only is the right to exist as a corporation
a franchise; but perhaps the right to
collect water rights is a franchise. If
that be a franchise, why then, perhaps
the State may forfeit that. When you
come to say that the State can forfeit
the tangible property of the corporation,
its water works, its dams, its pipes, its
pumps and all that sort of thing, which
it never got from the State, but paid for
with its own money, that is a very dif-
ferent question. However, I have not
it of any particular consequence here.

It may be that a franchise to collect
water is given by the State, and that it
is given to the corporation, and that if
the corporation cannot in its corporate
capacity collect rates by reason of any for-
feiture, that that would be an answer
and an end of this suit, possibly, if there
had been a forfeiture; because it may be
that that is one of the franchises, one of
the things, which the State has given and
which perhaps can be forfeited as claimed
here.

"Until the judgment in the water rate
case becomes final (if it is not already
final) can the Court in this proceeding
say that the plaintiff has not forfeited
its franchise, and that it may lawfully
collect pay for water furnished? I do not
know whether I made that as plain as
it might be made.

"If no rates had been established by
the Council, may the water company furnish
water and collect what it is reasonably
worth? Is the company obliged to resort
to legal proceedings to compel the Council
to fix rates before it can enjoy the use of
its property?"

"Would a law that sought to impose
that burden upon the water company be
obnoxious to the Constitution of the United
States as being a law depriving of prop-
erty the corporation of its property
rights without due process of law?" This
is a question which was perhaps adverted
to slightly by Mr. McCutcheon in his
argument, but not elaborated at all, and I
think not touched upon on the other side
in any way, and it occurred to me that
it is a very serious proposition whether it
is competent for the people of this State
by Constitution or statute to say that
anybody, be it corporation or private par-
ty, shall not enjoy the use of its property
until it has proceeded by summary pro-
ceeding or writ of mandamus or any pro-
cess to compel a public body to do its
duty. The presumption is that a public
body will do its duty. The Constitution
gives the right to any party interested to
take proceedings to compel the Council to
do its duty, and fix water rates; that
is the duty involved here in this case;
but is it obligatory upon a party inter-
ested to take that proceeding, and can
the Constitution impose that burden upon
anybody as the condition of enjoying the
property which he has? It strikes me as
being, to say the least, a very doubtful
proposition.

Again: "Could the Council be compelled
by mandamus or by any other means to
pass an ordinance fixing water rates?"
Now, the Constitution does say that if
the Council neglects that duty it may be
compelled by summary proceedings, with-
out stating what sort of proceedings, to
perform that duty. "Suppose a majority
of the members acting honestly could not
agree upon all the ordinance, or for any
reason fail to agree upon the terms of an
ordinance, is there any means by which
the Council can be compelled to agree
or to fix rates? If not, would a law
which prevented the plaintiff from enjoy-
ing the use and benefit of its property,
until such action by the Council, be en-
tirely void?"

"Does the Constitution of a State mean
anything more than that if any party
shall collect any rates different from
those established when they have in fact
been established, he shall suffer a for-
feiture? If the Constitutional provision
goes farther than that, is it valid in so
far as it goes beyond that?" I am aware
that there is language used in one of the
decisions of the Supreme Court, cited by
Mr. Earl, to the effect that no water
can be sold until rates have been fixed.
I fail to see from my reading of the case,
if I analyzed it correctly, that that mat-
ter was at all involved in the action be-
fore the Court, or that it is any authority
on this or any case. Of course, if it
was purely obiter dictum it is not au-
thority, and my present impression about
it is that it was not involved in the case.
There was no occasion for a use of that
language. And I think that it is not to
be deemed as anything decided by the
Court. However, it is not necessary to
decide anything about that at this time.

"If not, then may the Water Company
furnish water and collect such rates as it
may agree upon with its patrons, or in
the absence of a special agreement, the
reasonable value of the water furnished,
until such time as the Council shall do its
duty and establish rates?"

Those are the particular things which
I desire to hear from counsel upon, and
I desire that each of you get to copy of
the matters which I have suggested.

Mr. McCutcheon—For what time will
your Honor fix the argument of these
questions that have been suggested?

The Court—Well, I am disposed to ac-
commodate counsel about that.

Mr. McCutcheon—Is there any likeli-
hood of anything of that kind, I think
it would be very well for your Honor
to put some limitation upon it.

The Court—It will not be a re-argument
by any means, of all the questions in-
volved. A great deal of labor and time
has been spent on many things which I
do not care to hear any further argu-
ment about. I will reserve two days for
it, gentlemen.

Mr. McCutcheon—Is there any likeli-
hood, Mr. Earl, we can conclude in one
day?

The Court—I think I ought to limit you
to a day, I will give you Wednesday
and Thursday, December 11th and
12th, if agreeable to counsel. I will con-
tinue the motion and the demurrer until
the 11th day of December next at 10
o'clock in the morning, all matters.

GARCELON ESTATE.

Twelve Thousand for
Merritt Hospital and
Money for Bowdoin.

SAN FRANCISCO, Nov. 22.—In the
Probate Department of the Superior
Court today an order was issued author-
izing the payment of \$20,000 to Bowdoin
College from the estate of the late Calis-
tine M. Garcelon, who died in this city
several years ago, leaving the above men-
tioned sum in trust for Bowdoin College.
The matter has been in litigation for sev-
eral years.

SAN FRANCISCO, Nov. 22.—Under the
order of the court the trustees are also
ordered to distribute \$12,000 bequeathed
to the Lake Merritt Hospital of Oak-
land.

and much. Again, it is not at all certain
that all the members of the Council will
happen to be present. There may be an
odd number. But be there an odd number
or an even number, I do not deem that
important. I simply mention that by way
of illustration. As I was about to say,
I take it there are a number of things
which enter into the composition of an
ordinance fixing rates. Now, might it not
well happen that you could not get a
majority of them to agree upon all the
necessary matters to go into that ordi-
nance, and if not, how could mandate of
a court order them to do so? Can the
Court enforce? Suppose the members of
the Council, when cited into court, should
each one of them say, "I have done the
best I could; my judgment is that such
and such matters ought to go into the
ordinance. Another man says, "My
judgment is they ought not to," and as it
results a majority of them cannot be got
to agree upon an ordinance. Now, that
is not a thing which in the ordinary
course of events is very likely to happen.
But I cannot see it is possible it might hap-
pen. For all I know it might very easily
happen; it seems to me it might. Now, in
what way could the Council be com-
pelled? The Court might issue its writ
of mandamus directing them to do so.
But, and suppose it should result in
nothing, that they cannot come to an
agreement; is there any means possible
by which that can be enforced? I confess
this is a matter which to me seems one
of some consequence and weight. On the
other hand, there are undoubtedly many
cases in which Courts have directed by
mandate that Councils and legislative
bodies shall pass laws, levy a tax per-
haps sufficient to pay a certain amount.
It might be that upon an examination of
cases of that sort it would be found that
they would throw light on the question
which I have suggested here, and they
might show that the point which I have
suggested is not very important; I do not
know. Or hand it strikes me that it is of
importance.

As I was saying, "Suppose a majority
of the members acting honestly could not
agree upon all the matters necessary to
be embraced in the ordinance, or for any
reason fail to agree upon the terms of an
ordinance, is there any means by which
the Council can be compelled to agree
or to fix rates? If not, would a law
which prevented the plaintiff from enjoy-
ing the use and benefit of its property,
until such action by the Council, be en-
tirely void?"

"Does the Constitution of a State mean
anything more than that if any party
shall collect any rates different from
those established when they have in fact
been established, he shall suffer a for-
feiture? If the Constitutional provision
goes farther than that, is it valid in so
far as it goes beyond that?" I am aware
that there is language used in one of the
decisions of the Supreme Court, cited by
Mr. Earl, to the effect that no water
can be sold until rates have been fixed.
I fail to see from my reading of the case,
if I analyzed it correctly, that that mat-
ter was at all involved in the action be-
fore the Court, or that it is any authority
on this or any case. Of course, if it
was purely obiter dictum it is not au-
thority, and my present impression about
it is that it was not involved in the case.
There was no occasion for a use of that
language. And I think that it is not to
be deemed as anything decided by the
Court. However, it is not necessary to
decide anything about that at this time.

"If not, then may the Water Company
furnish water and collect such rates as it
may agree upon with its patrons, or in
the absence of a special agreement, the
reasonable value of the water furnished,
until such time as the Council shall do its
duty and establish rates?"

Those are the particular things which
I desire to hear from counsel upon, and
I desire that each of you get to copy of
the matters which I have suggested.

Mr. McCutcheon—For what time will
your Honor fix the argument of these
questions that have been suggested?

The Court—Well, I am disposed to ac-
commodate counsel about that.

Mr. McCutcheon—Is there any likeli-
hood of anything of that kind, I think
it would be very well for your Honor
to put some limitation upon it.

The Court—It will not be a re-argument
by any means, of all the questions in-
volved. A great deal of labor and time
has been spent on many things which I
do not care to hear any further argu-
ment about. I will reserve two days for
it, gentlemen.

Mr. McCutcheon—Is there any likeli-
hood, Mr. Earl, we can conclude in one
day?

The Court—I think I ought to limit you
to a day, I will give you Wednesday
and Thursday, December 11th and
12th, if agreeable to counsel. I will con-
tinue the motion and the demurrer until
the 11th day of December next at 10
o'clock in the morning, all matters.

and much. Again, it is not at all certain
that all the members of the Council will
happen to be present. There may be an
odd number. But be there an odd number
or an even number, I do not deem that
important. I simply mention that by way
of illustration. As I was about to say,
I take it there are a number of things
which enter into the composition of an
ordinance fixing rates. Now, might it not
well happen that you could not get a
majority of them to agree upon all the
necessary matters to go into that ordi-
nance, and if not, how could mandate of
a court order them to do so? Can the
Court enforce? Suppose the members of
the Council, when cited into court, should
each one of them say, "I have done the
best I could; my judgment is that such
and such matters ought to go into the
ordinance. Another man says, "My
judgment is they ought not to," and as it
results a majority of them cannot be got
to agree upon an ordinance. Now, that
is not a thing which in the ordinary
course of events is very likely to happen.
But I cannot see it is possible it might hap-
pen. For all I know it might very easily
happen; it seems to me it might. Now, in
what way could the Council be com-
pelled? The Court might issue its writ
of mandamus directing them to do so.
But, and suppose it should result in
nothing, that they cannot come to an
agreement; is there any means possible
by which that can be enforced? I confess
this is a matter which to me seems one
of some consequence and weight. On the
other hand, there are undoubtedly many
cases in which Courts have directed by
mandate that Councils and legislative
bodies shall pass laws, levy a tax per-
haps sufficient to pay a certain amount.
It might be that upon an examination of
cases of that sort it would be found that
they would throw light on the question
which I have suggested here, and they
might show that the point which I have
suggested is not very important; I do not
know. Or hand it strikes me that it is of
importance.

As I was saying, "Suppose a majority
of the members acting honestly could not
agree upon all the matters necessary to
be embraced in the ordinance, or for any
reason fail to agree upon the terms of an
ordinance, is there any means by which
the Council can be compelled to agree
or to fix rates? If not, would a law
which prevented the plaintiff from enjoy-
ing the use and benefit of its property,
until such action by the Council, be en-
tirely void?"

"Does the Constitution of a State mean
anything more than that if any party
shall collect any rates different from
those established when they have in fact
been established, he shall suffer a for-
feiture? If the Constitutional provision
goes farther than that, is it valid in so
far as it goes beyond that?" I am aware
that there is language used in one of the
decisions of the Supreme Court, cited by
Mr. Earl, to the effect that no water
can be sold until rates have been fixed.
I fail to see from my reading of the case,
if I analyzed it correctly, that that mat-
ter was at all involved in the action be-
fore the Court, or that it is any authority
on this or any case. Of course, if it
was purely obiter dictum it is not au-
thority, and my present impression about
it is that it was not involved in the case.
There was no occasion for a use of that
language. And I think that it is not to
be deemed as anything decided by the
Court. However, it is not necessary to
decide anything about that at this time.

"If not, then may the Water Company
furnish water and collect such rates as it
may agree upon with its patrons, or in
the absence of a special agreement, the
reasonable value of the water furnished,
until such time as the Council shall do its
duty and establish rates?"

Those are the particular things which
I desire to hear from counsel upon, and
I desire that each of you get to copy of
the matters which I have suggested.

Mr. McCutcheon—For what time will
your Honor fix the argument of these
questions that have been suggested?

The Court—Well, I am disposed to ac-
commodate counsel about that.

Mr. McCutcheon—Is there any likeli-
hood of anything of that kind, I think
it would be very well for your Honor
to put some limitation upon it.

The Court—It will not be a re-argument
by any means, of all the questions in-
volved. A great deal of labor and time
has been spent on many things which I
do not care to hear any further argu-
ment about. I will reserve two days for
it, gentlemen.

Mr. McCutcheon—Is there any likeli-
hood, Mr. Earl, we can conclude in one
day?

The Court—I think I ought to limit you
to a day, I will give you Wednesday
and Thursday, December 11th and
12th, if agreeable to counsel. I will con-
tinue the motion and the demurrer until
the 11th day of December next at 10
o'clock in the morning, all matters.

and much. Again, it is not at all certain
that all the members of the Council will
happen to be present. There may be an
odd number. But be there an odd number
or an even number, I do not deem that
important. I simply mention that by way
of illustration. As I was about to say,
I take it there are a number of things
which enter into the composition of an
ordinance fixing rates. Now, might it not
well happen that you could not get a
majority of them to agree upon all the
necessary matters to go into that ordi-
nance, and if not, how could mandate of
a court order them to do so? Can the
Court enforce? Suppose the members of
the Council, when cited into court, should
each one of them say, "I have done the
best I could; my judgment is that such
and such matters ought to go into the
ordinance. Another man says, "My
judgment is they ought not to," and as it
results a majority of them cannot be got
to agree upon an ordinance. Now, that
is not a thing which in the ordinary
course of events is very likely to happen.
But I cannot see it is possible it might hap-
pen. For all I know it might very easily
happen; it seems to me it might. Now, in
what way could the Council be com-
pelled? The Court might issue its writ
of mandamus directing them to do so.
But, and suppose it should result in
nothing, that they cannot come to an
agreement; is there any means possible
by which that can be enforced? I confess
this is a matter which to me seems one
of some consequence and weight. On the
other hand, there are undoubtedly many
cases in which Courts have directed by
mandate that Councils and legislative
bodies shall pass laws, levy a tax per-
haps sufficient to pay a certain amount.
It might be that upon an examination of
cases of that sort it would be found that
they would throw light on the question
which I have suggested here, and they
might show that the point which I have
suggested is not very important; I do not
know. Or hand it strikes me that it is of
importance.

As I was saying, "Suppose a majority
of the members acting honestly could not
agree upon all the matters necessary to
be embraced in the ordinance, or for any
reason fail to agree upon the terms of an
ordinance, is there any means by which
the Council can be compelled to agree
or to fix rates? If not, would a law
which prevented the plaintiff from enjoy-
ing the use and benefit of its property,
until such action by the Council, be en-
tirely void?"

"Does the Constitution of a State mean
anything more than that if any party
shall collect any rates different from
those established when they have in fact
been established, he shall suffer a for-
feiture? If the Constitutional provision
goes farther than that, is it valid in so
far as it goes beyond that?" I am aware
that there is language used in one of the
decisions of the Supreme Court, cited by
Mr. Earl, to the effect that no water
can be sold until rates have been fixed.
I fail to see from my reading of the case,
if I analyzed it correctly, that that mat-
ter was at all involved in the action be-
fore the Court, or that it is any authority
on this or any case. Of course, if it
was purely obiter dictum it is not au-
thority, and my present impression about
it is that it was not involved in the case.
There was no occasion for a use of that
language. And I think that it is not to
be deemed as anything decided by the
Court. However, it is not necessary to
decide anything about that at this time.

"If not, then may the Water Company
furnish water and collect such rates as it
may agree upon with its patrons, or in
the absence of a special agreement, the
reasonable value of the water furnished,
until such time as the Council shall do its
duty and establish rates?"

Those are the particular things which
I desire to hear from counsel upon, and
I desire that each of you get to copy of
the matters which I have suggested.

STORY OF MURDER.

Prosecution is Making
Case Against Mrs.
Bonine.

WASHINGTON, Nov. 22.—The trial
of Mrs. Ida Bonine for the murder of
James Seymour Ayers Jr., was re-
sumed today in Justice Anderson's
court.

Policeman Walter S. Brady was the
first witness called. He was on
duty near the Kemere Hotel on the
morning that Ayers' body was discov-
ered and was summoned to the hotel by
the proprietor, W. W. Warfield. He
had, under Mr. Warfield's instructions,
forced open the door of Ayers' room.

The door was bolted and not locked.
The witness described the condition
of the room and of the body. Three
wounds were found upon the body.

The bed looked, Brady said, as if
some one had lain in it and had gotten
up, throwing the cover back. There
was only one indentation in the pil-
low. The witness said that a pistol
was exhibited to Mr. Brady, and the
witness by him.

There was a pool of blood, the wit-
ness said, on the floor. Bloodstains
were also on the window sill and
washboard and on the rocker. On a
table in the room there were nine
cartridges lying loose. The gas was
burning when he entered the room,
but was turned low. The lower sash
of one window in the room was up as
far as it could go. The spring on the
window sash was covered with blood
as if it had been drawn through bloody
fingers.

In concluding his examination in
chief of the witness, District Attorney
Gould put in evidence the undershirt
found on the body of Ayers. It was
well-stained with blood. The sight
of the garment apparently affected the
prisoner more than any preceding in-
cident in the course of the trial. Mrs.
Bonine burst into tears and sobbed
loudly.

After the examination of Brady, the
prosecution called Mrs. Bonine. She
testified that she was the messenger
who took the body of Ayers to the
hospital. She said that she saw the
body of Ayers lying on the floor of
his room, and that she saw the blood
on the floor and on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

She said that she saw the blood on
the floor and on the window sill, and
that she saw the blood on the floor and
on the window sill.

LEADERS AT THE

An Exquisite Delicacy

A Real Breakfast Delicacy

is a slice of perfectly-flavored ham. No brand known to epicures gives quite such satisfaction as CHAPMAN'S OLD VIRGINIA HAM, a new shipment of which is just received. Once tasted this luxury never needs another word of recommendation.

Good Mince-meat

Can only be made from good materials—a single inferior ingredient will spoil everything. You will be amply protected against all possible disappointment if you use our raisins, citron, apples, spices, boiled cider—best qualities only.

Cape Cod

Cranberries

These are fine, large, firm, luscious berries without a peer for making cranberry sauce. No turkey will taste quite so good as when served with sauce made from these berries.

AGARD & RUSSELL CO. GROCERS
475-477-479
FOURTEENTH STREET, OAKLAND.

BREAKS IN SEWER.

The recent storm has caused four caves in various places on the main sewer. The breaks occurred at Thirteenth and Castro streets, Seventeenth and Market streets, Eighteenth street between San Pablo and Telegraph avenues, and at the corner of Ninth and Wood streets. Superintendent of Streets Ott is repairing the damage.

CASE HINGES ON THIEF.

H. G. Coward Trying Hard to Collect \$50,000 Damages

This morning the \$50,000 damage case of H. G. Coward, the salt manufacturer, against J. G. Berling, came up before Judge Greene on a motion to strike some of the allegations in the complaint.

One of these allegations, in fact the principal one, is as follows: "This is another one of the statements that have been made by your brother. He has lied to us and misrepresented this thing and is short in his accounts. He is a liar and we are going to have him arrested."

Another allegation is that Coward is a thief.

These charges are alleged to have been made in the presence of H. P. Coward, a brother of the complainant, by Berling.

Judge Greene refused to strike out the next allegation.

At the same time he questioned that the epithet "thief" was actionable.

Regarding the epithet "thief," the court said he thought there was a decision to the effect that to call a man even "a thief" was actionable unless it was followed up with a statement to the effect that the accused had been guilty of larceny.

Attorney Woolner said he thought that a case had gone up to the Supreme Court from this county in which the higher tribunal had held that the epithet "thief" was actionable.

The case went over for a week in order to have authorities submitted on the point.

TWO PLAYS AT THE MACDONOUGH THEATER.

At the Macdonough, tonight, tomorrow night and Saturday matinee, we are to have "Van Tasson," a play which appeals equally to both young and old, and at the same time to all of other sex or any race, creed, color or religion. There is nothing to offend even the most capricious. It was intended by the late Gus Hodge for enjoyment, for entertainment, to drive dull care away, while at the same time it tells a story. It is a story of triumph over vice and does it all in such a delightful way, such liberal doses of true comedy, that it seems destined, like Tennessee's "babbling brook," to go on forever. While the play in itself is a treat, it is no more so than the splendid company provided by Thiel & Kennedy, the magnificent scenic investigation provided with their money and under their immediate supervision.

Manager Arthur C. Vinton, who gave us "Tennessee's Fiddler" and scored such dramatic success with that favorite drama, has purchased from Thiel & Kennedy the new play, "At the Old Cross Roads," and will present it in this city Sunday, November 23, at the Macdonough theater. The principal members of last season's "Tennessee's Fiddler" company, augmented by a number of other artists popularly known here for their successes with other companies, "At the Old Cross Roads" has in attractive line and every one who has seen the play declares it to have even more literary value and heart interest than "Tennessee's Fiddler." Combined with a story of intense and absorbing dramatic climax, are highly humorous scenes between an old

WILL FIGHT FOR LIBERTY

Changes Plea to Not Guilty and will Stand Trial.

Clara Wilson, the woman who confessed she was guilty of having been a confederate in a conspiracy of a 15-year-old Mary McLaughlin and was to come up for sentence in the Police Court this morning, was allowed to withdraw her plea of guilty and substitute the plea of not guilty.

Yesterday Judge Smith refused to permit the woman to change her plea, but he took the legal point under indictment for twenty-four hours and came to the conclusion that the woman was entitled to change her plea.

She was informed of her rights and this morning entered a plea of not guilty. Her trial has been set for December 4th in the Police Court.

Francis Lewis, the man who betrayed the girl, had his preliminary examination set for November 24th.

Chief Hollings says Lewis is a bad character and has a bad reputation.

NEW APPOINTMENTS.

WASHINGTON, Nov. 22.—The President today made the following appointments:

War—William A. Crozier, chief of ordnance, with rank of Brigadier-General. James Miller, Colonel of Infantry.

Francis W. Mansfield, Lieutenant-Colonel of Infantry.

James B. Jackson, Major of Infantry.

Second Lieutenants of Infantry—William E. Roberts, George W. England, Edward J. Bracken, Franklin S. Leiserson, John A. Hulen, A. E. Ditch, Leonard J. Baker, Leonard H. Cook, Thomas S. Kingston Jr.

First Lieutenants of Cavalry—Earl D. Thomas, Lieutenant-Colonel of Cavalry.

Charles C. Wynn, Charles Mayne and Frank E. Lynch, Second Lieutenants of Cavalry.

Frederick B. Ray, Paymaster, with rank of Major.

Waldemar A. Christensen, Herbert G. Smith, Thomas Marshall and William C. LeCompte, assistant surgeons of volunteers, with rank of Captain.

James A. Thomas, Second Lieutenant, Artillery Corps.

Thomas E. Buzer, provisionally First Lieutenant, Philippine Scouts.

A NEW DEAL.

PITTSBURGH, Pa., Nov. 22.—For the second time within six months, the city government of Pittsburgh is about to undergo an entire change. Mayor A. M. Brown, appointed City Recorder last April by Governor Stone, has been required to step down and out by the Chief Executive of the State, and J. O. Brown, formerly Director of Public Safety under the old regime, will assume the duties of the office.

The change in Recorders will be followed by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown. The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

WILL FIGHT FOR LIBERTY

Changes Plea to Not Guilty and will Stand Trial.

Clara Wilson, the woman who confessed she was guilty of having been a confederate in a conspiracy of a 15-year-old Mary McLaughlin and was to come up for sentence in the Police Court this morning, was allowed to withdraw her plea of guilty and substitute the plea of not guilty.

Yesterday Judge Smith refused to permit the woman to change her plea, but he took the legal point under indictment for twenty-four hours and came to the conclusion that the woman was entitled to change her plea.

She was informed of her rights and this morning entered a plea of not guilty. Her trial has been set for December 4th in the Police Court.

Francis Lewis, the man who betrayed the girl, had his preliminary examination set for November 24th.

Chief Hollings says Lewis is a bad character and has a bad reputation.

NEW APPOINTMENTS.

WASHINGTON, Nov. 22.—The President today made the following appointments:

War—William A. Crozier, chief of ordnance, with rank of Brigadier-General. James Miller, Colonel of Infantry.

Francis W. Mansfield, Lieutenant-Colonel of Infantry.

James B. Jackson, Major of Infantry.

Second Lieutenants of Infantry—William E. Roberts, George W. England, Edward J. Bracken, Franklin S. Leiserson, John A. Hulen, A. E. Ditch, Leonard J. Baker, Leonard H. Cook, Thomas S. Kingston Jr.

First Lieutenants of Cavalry—Earl D. Thomas, Lieutenant-Colonel of Cavalry.

Charles C. Wynn, Charles Mayne and Frank E. Lynch, Second Lieutenants of Cavalry.

Frederick B. Ray, Paymaster, with rank of Major.

Waldemar A. Christensen, Herbert G. Smith, Thomas Marshall and William C. LeCompte, assistant surgeons of volunteers, with rank of Captain.

James A. Thomas, Second Lieutenant, Artillery Corps.

Thomas E. Buzer, provisionally First Lieutenant, Philippine Scouts.

A NEW DEAL.

PITTSBURGH, Pa., Nov. 22.—For the second time within six months, the city government of Pittsburgh is about to undergo an entire change. Mayor A. M. Brown, appointed City Recorder last April by Governor Stone, has been required to step down and out by the Chief Executive of the State, and J. O. Brown, formerly Director of Public Safety under the old regime, will assume the duties of the office.

The change in Recorders will be followed by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown. The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

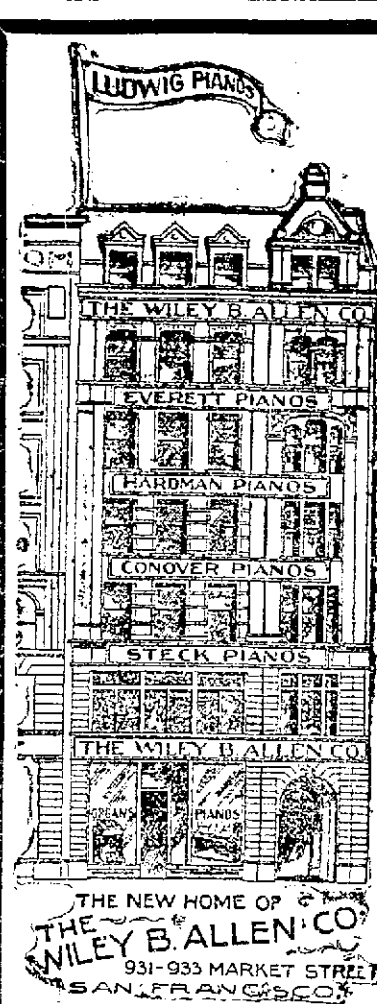
The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.

The upheaval is the result of a fight for control of the city government by the restoration to their old places of the one hundred or more city officials recently removed by Mayor Brown.



Pianos sold on easy terms. Wholesale and Retail.

THE WILEY B. ALLEN CO.
LEADING PIANO DEALERS
Telephone John 861
Cor. Ninth and Broadway.

PIANOS

WE MUST SELL PIANOS. Eastern manufacturers made us holiday prices. We never saw the like before. Our big Christmas sale is now running in full blast. We are quoting prices never heard of before in the West. Call now and select your piano for Xmas and get in on figures that we are now offering. We have a large stock from which to select. We must also dispose of the following second-hand pianos to make room for our stock which is arriving daily.

Upright FISCHER, Fair Condition, for.....	\$125.00
" HOWARD, good as new, for.....	150.00
" STERLING, slightly used, for.....	225.00
" GILBERT & CO., a bargain, for.....	166.00
" DENNISTON & CO., only one left, for.....	190.00
" CHICKERING BROS., NEW, for.....	285.00
" MENDELSSOHN, a snap for.....	187.00
CABLE, used two months, for.....	225.00
DRIGGS PIANO, fine tone.....	68.00
HALES'S PIANO, in fine order.....	140.00
HAINES BROS' PIANO, bargain.....	87.00

THE WILEY B. ALLEN CO.
LEADING PIANO DEALERS
Telephone John 861
Cor. Ninth and Broadway.

SWITCHMEN OUT.

NEW YORK, Nov. 22.—There were no developments over night in the strike of the New York, New Haven & Hartford switchmen. Division Superintendent Shepard said that everything looks favorable for an early settlement of the strike and that over half of the regular force of men were at work in the Harlem River Yards.

It was said that thirty men had been sent to New Haven to take the places of the strikers there and that new men were being brought to this city from Eastern Pennsylvania, New Jersey and Northern New York.

John T. Sullivan, Deputy Commissioner of Labor, and Bernard Starke, of the State Board of Mediation, are using their good offices to bring the strike to an end. They conferred with Superintendent Shepard today and then called on the strike leaders.

C. W. HOLLIS

CASH GROCER
Cor. 10th and Washington

SPECIAL

FOR
Saturday and Tuesday

Mixed Nuts.....2 lbs. 25c
New crop, sweet and good.

New England Mince Meat.....3 pkgs. 25c
Heinz Mince Meat.....2 lbs. 25c
You all know what Heinz' goods are

Mince Meat.....3 lbs. 25c
Home made.

Currants.....per lb. 10c
Best cleaned.

Sultana Raisins.....2 lbs. 25c
Thompson's bleached seedless.

London Layer Raisins.....3 lbs. 25c
Presno A Crown.

Citron, Lemon and Orange peel.....per lb. 15c
Sweet Cider.....per gal. 40c
Blisswell's best.

Cranberry Sauce, 2-lb. can 10c
Anderson's.

Plum Pudding.....per can 10c
Anderson's.

C. W. HOLLIS Cash Grocer
Phone Cedar 841 10th and Washington

REMOVAL.

E. L. Sargent's sewing machine store has removed to No. 463 Twelfth street. Telephone block 471.

Jerry Weiss
Has purchased the interest of his partner in the Keystone Saloon, Ninth and Franklin streets, and will be pleased to receive his patrons as formerly.

Reliable service. American Express and Storage Co., 453 Seventh street; phone John 331.

BORN.
SULLIVAN—In Berkeley, November 20, 1901, to the wife of J. F. Sullivan, a daughter.

WAMSLEY—In this city, November 19, 1901, to the wife of H. E. Wamsley, a daughter.

DIED.
ADAMS—In this city, November 21, 1901, Edith Frances, daughter of John M. and the late Eva G. Adams, a native of Oakland, Cal., aged 11 years, 9 months and 6 days.

Friends are respectfully invited to attend the funeral service, TOMORROW (Saturday), November 23, at 10 o'clock from her late home, 201 Broadway.

CLEGG—In this city, November 22, 1901, Seth, husband of Annie M. Clegg and father of S. W. Clegg and Mrs. C. P. Allard, a native of Natick, Mass., aged 62 years, 10 months and 22 days.

TISDENT—In Hayward, November 21, 1901, Mary Timmel, a native of Portland, aged 59 years, 11 months and 8 days.

WYANT—In this city, November 20, 1901, Lavina Park Wyant.

CREMATION.
The Odd Fellows' Cemetery, Association Point Lobos Ave., S. F. Cal.

The ordinance prohibiting burials in San Francisco after the 1st day of August, 1901, does not refer to CREMATION. Neither does it affect the COLUMBIAN, because there is nothing least harmful to the living than the ashes of their dead.

Permits to cremate will be issued by the Board of Health the same as heretofore. GEORGE R. FLETCHER, Manager.

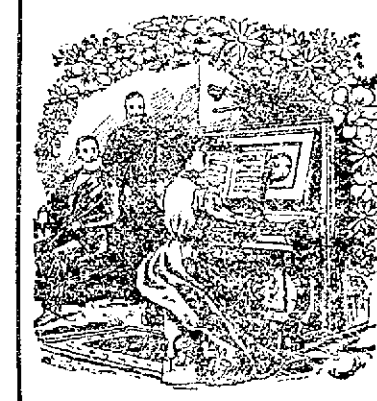
OSGOOD'S SPECIAL SALE
THAT ENDS NOVEMBER 23, 1901

How Do These Prices Sui You?
PATENT MEDICINES

PIANO'S COUGH SYRUP—regular price 25 cents; our price.....20 cents
KING'S NEW DISCOVERY—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents

POWDERS
AVA POWDER—regular price 50 cents; our price.....30 cents
ORIENTAL CREAM—regular price \$1.00; our price.....50 cents
SANTAL—regular price 50 cents; our price.....25 cents
LA BLANCHE—regular price 50 cents; our price.....25 cents
SWOOS DOWN—regular price 15 cents; our price.....10 cents

OSGOOD BROS., N. E. COR. SEVENTH AND BROADWAY



JOHN A. BECKWITH
INSURANCE AGENT.

Manchester Insurance Company of Manchester, California Insurance Company of Edinburgh, Scotland, American Insurance Company of Newark, N. J., and Aetna.

EXECUTOR'S SALE OF REAL ESTATE.

Notice is hereby given that in pursuance of an order of the Superior Court of the State of California, Department No. 1, made and entered on the 15th day of March, 1901, in the matter of the estate of John N. G. Hunter, deceased, the undersigned, A. F. Morrison, and Oliver B. Martin, are authorized to sell the real estate of said estate, to-wit: a certain lot, piece or parcel of land situated, being and located in the city of Alameda, county of Alameda, State of California, bounded and described as follows: To-wit: Commencing at the southwesterly corner of Santa Clara Avenue and Sherman Street, and running thence southerly along the westerly line of Sherman Street one hundred and ninety (190) feet; thence at a right angle westerly one hundred and ninety (190) feet to the southerly line of Santa Clara Avenue; and running thence southerly along said southerly line of Santa Clara Avenue one hundred and ninety (190) feet to the line of commencement.

The sale will be made on or after Monday, the 26th day of December, 1901, and offers of bids for said above described real property will be received by said executors at the office of Morrison & Co., room 125, Crocker Building, north of corner of Market and Montgomery streets, in the city and county of San Francisco, State of California.

All offers or bids must be in writing, and may be left at the place above designated or delivered to said executors personally, or to the office of the Clerk of said Superior Court, at any time after the first publication of this notice, and before the making of the sale.

Terms and conditions of sale: Cash in gold coin of the United States, payable by contribution of sale by said Superior Court.

Dated November 22nd, 1901.

OLIVER B. MARTIN,
Executors of the will of John N. G. Hunter, deceased.

OSGOOD'S SPECIAL SALE
THAT ENDS NOVEMBER 23, 1901

How Do These Prices Sui You?
PATENT MEDICINES

PIANO'S COUGH SYRUP—regular price 25 cents; our price.....20 cents
KING'S NEW DISCOVERY—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents
KING'S NEW HONEY AND TAR—regular price 25 cents; our price.....20 cents

POWDERS
AVA POWDER—regular price 50 cents; our price.....30 cents
ORIENTAL CREAM—regular price \$1.00; our price.....50 cents
SANTAL—regular price 50 cents; our price.....25 cents
LA BLANCHE—regular price 50 cents; our price.....25 cents
SWOOS DOWN—regular price 15 cents; our price.....10 cents

OSGOOD BROS., N. E. COR. SEVENTH AND BROADWAY

TRUSSES AND ELECTRIC BELTS cut 25 per cent this week.

SOME LEADERS

HONY'S COLOGNE.....15, 35 and 65 cents
GENUINE CASTLE SOAP.....25 cents
FRAC DE ESPAGNE PERFUM.....90 cents

OSGOOD BROS., N. E. COR. SEVENTH AND BROADWAY

Too Late for Classification

YOU MUST READ THIS

OR YOU WILL NOT BE GETTING ALL THAT'S COMING TO YOU SATURDAY

SPECIAL WHILE THEY LAST SWEATERS
durable weaves—Yale and red, blue and red, black and red, black and orange

\$1.95 SPECIAL CUFF BUTTONS
—gold filled, and will look like gold for five years—75c and 1.00 values

35c pair SPECIAL UNDERWEAR
—the world-known New Britan brand; every garment stamped, \$2.50 suit everywhere—here for one week from Saturday.

80c Garment. 25c NEW HOLIDAY GOODS

RICHEST LINE OF NECKWEAR
ever displayed—exclusive novelties—colorings that will fairly dazzle. Great holiday selection

50c LATEST COLORED SHIRTS
—new arrivals, specially for holiday business. These shirts compel attention.

\$1.00 and \$1.50 OUR GREAT SPECIAL IN SUITS

This Great Offer of ours has met with great response. Scores of these \$17.75 Suits have gone out and we have yet to hear the first complaint.

17.75 THESE CLOTHES ARE FIT TO LIVE IN

A. S. COHN CO.

956-958 Washington Street

APPOINTED BY PRESIDENT. WASHINGTON, Nov. 22.—The President today appointed Wm. A. Crozier, Chief of Ordnance, with rank of Brigadier-General.

KILLED HER CHILD.

NEW YORK, Nov. 22.—The jury empaneled at Hoboken, N. J., by Coroner Wm. N. Parslow, in the case of Bessie Dale, the 5-year-old child whose death is alleged to have been caused by poison administered by her mother, Mrs. Elizabeth Howard Dale, assembled at the morgue today and viewed the body of the dead child. The jury then adjourned subject to the call of the Coroner.

After the autopsy is held the body will be sent to Chicago.

The police say they do not think that Mr. Dale will come to Hoboken, but that he will entrust the care of his case to his brother, Russell Dale, who is here.

At St. Mary's Hospital, where Mrs. Dale was taken from the court room yesterday, it was said that she was better this morning.

KNOCKS THE U. S.

LONDON, Nov. 22.—The St. James Gazette this afternoon repeats its assertion that English actors are "outsidered" in America and that visits there are "artificially detrimental to English actresses."

AFTER GRIP WHAT?

The Perilous Period Which Follows an Attack of this Mysterious Malady.

Grip is bad enough with its aching bones, inflamed eyes, painful back, and fever. But its after effects are perhaps even more to be dreaded than the misery attendant on an attack of the disease itself. The person who comes safely through an attack of grip, man, woman, or child, is left in a condition of peculiar debility and prostration from which it is difficult to rally. A slight cold or cough may find speedy termination in lung



disease. Ordinary exposure results in pneumonia. The disease seems to deplete the vitality, undermine the strength, and affect the balance of the mind. It is one of the sad experiences of the grip, that the convalescent is supposed to be rallying well, has been found in a condition of complete collapse. As a result of the grip the lungs, and other organs of respiration seem peculiarly liable to be affected and consumption may easily be the after consequence of the malady. It need no argument, therefore, to urge the building up of the system weakened by grip to enable it to resist and throw off these sequent diseases which so frequently prove fatal.

In actual test Dr. Pierce's Golden Medical Discovery has proved itself peculiarly valuable in the quick cure of the disease but also in rebuilding the body which grip has undermined and in curing diseases which are prone to fasten on the enfeebled system. It strengthens the stomach, heals the lungs, and purifies the blood. It puts the whole body in a plane of sound and vigorous health.

A VICTIM OF GRIP.

"Two years ago this month I had an attack of grip which left my throat and lungs in bad condition," writes Mrs. M. L. Stewart, of Center, Chickasaw Nation, Ind. Her doctor said I had disease of the bronchial tubes, but confessed to my husband (unknown to me), that I had consumption in the first stage and could never be cured; but, thanks to God and to Dr. Pierce, to-day I feel well, and am better now than I have been for many years. I can do as much work now as any woman of my age, which is forty-seven. One of my neighbor women advised me to get Dr. Pierce's Golden Medical Discovery, so I sent and got it, and then I was not satisfied with it alone, hardly believing it would cure me, so I wrote to Dr. Pierce and gave him my story. He replied that I had catarrh of the head, extending to my lungs, and told what would cure me. I took his advice—never neglected it for anything. I have taken seventeen bottles of 'Golden Medical Discovery,' eight vials of Dr. Pierce's Pellets, and ten packages of Dr.

Sage's Catarrh Remedy. I do not regret that I spent the money paid for the medicines. I have gained twenty-four pounds. Indeed Dr. Pierce's medicines have done wonders for me. It is no use for me to try to tell my feelings. It would take time and space, but I was a skeleton and so poor and so down-hearted I could not look at one of my little ones without shedding tears, thinking that they would soon be left without a mother."

HOW STRENGTH IS RESTORED.

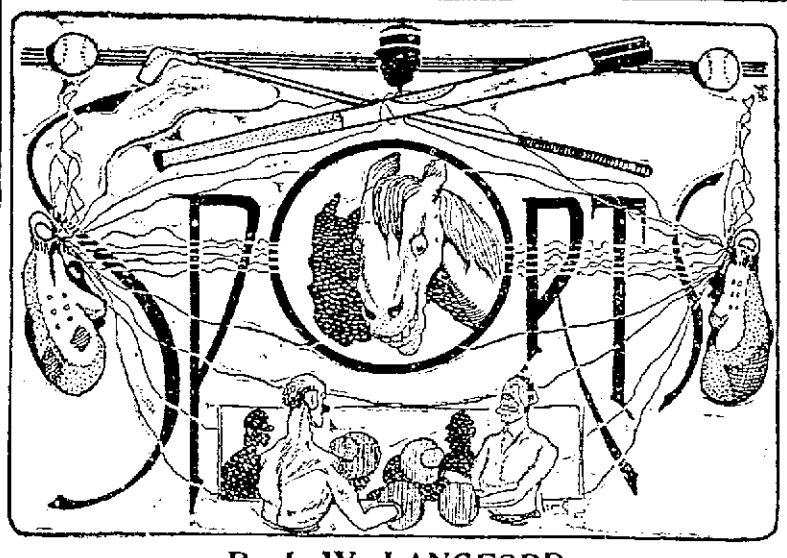
What makes me strong? Ask yourself that question and you will find that the answer will be, I am made strong by food. How does food make us strong? By passing through the processes of digestion and being converted into nutrition, which, in the form of blood, nourishes the body. So that while blood is the life of the body, food is the life of the blood. Every red vein and artery of the body leads back to the stomach. If the body is weak, therefore, we must look to the stomach first for the cause of weakness, and then to the blood. The same result of physical weakness will follow the opening of an artery, or starvation. You may bleed to death or starve to death. This is so well understood in medical practice that the first consideration of the physician in investigating disease is the condition of the stomach. If the stomach is weak the body can't be strong. If the stomach is weak, that weakness will surely find an echo in some other organ dependent on the stomach for its nutrition—such as heart, liver, lungs, kidneys, etc. If you starve a mother, you starve the child at her breast. If you starve the stomach, it starves the organs it feeds. But starvation of the body can be accomplished even where food is plentifully supplied, because if the stomach and other organs of digestion and nutrition are diseased, then the food will not be converted into nutriment, or only partly so, and the body is gradually starved. The general method of this attempt is to try and bring the food down to the level of the weak stomach. This is done by the use of prepared foods, cod liver oil, and its emulsions. But this doesn't cure the disease of the stomach or put the organs of nutrition into a condition to build up the body.

Dr. Pierce's Golden Medical Discovery deals directly with the stomach and blood. It seeks to bring the stomach to the level of strong, healthful food, when this is done the body gains in strength, puts on flesh, throws off disease, and enters on a new life. That these results follow the use of 'Golden Medical Discovery' is proved by the testimony of thousands of weak, run-down men and women and by their cure, by the use of 'Discovery,' of diseases of lungs, heart, kidneys, liver, etc., which originated in the disease of the stomach and its allied organs of digestion and nutrition.

"Three years ago I had the grip," writes Mrs. Tillie Linney, of Gravel Switch, Marion Co., Ky. "It settled on my lungs, and the doctor said I had consumption. I took six bottles of 'Golden Medical Discovery,' and am thankful to say I am entirely well." Sick people are invited to consult Dr. Pierce by letter, free. All correspondence is strictly private and confidential. Address Dr. R. V. Pierce, Buffalo, N. Y.

A FREE OFFER.

Dr. Pierce's Common Sense Medical Adviser, containing over a thousand large pages, is sent free, on receipt of stamps to pay expense of mailing only. Send 31 one-cent stamps for the cloth-bound volume, or only 21 stamps for the book in paper covers. Address Dr. R. V. Pierce, Buffalo, N. Y.



By J. W. LANGFORD.

THE TURF.

There was joy in the family of Woods last night and incidentally the family bank account will be swelled when the father of the Woods boys gets down town this morning. The joy for the Woods' began early yesterday afternoon at Emeryville and continued all night, in fact the joy nearly lasted the afternoon out. J. T. Woods the youngest of the household of Woods began the joy run away with the first place at odds as good as time as 6 to 1, but backed down until only 4 to 1 was on offer at post time. The senior Woods then took up the joy and carried it along in magnificent splendor with Esence, Sea Lion and Ordeau and was barely beaten out in the last event with Alfred C. who finished third.

Four races for one family of jockeys and the victories over a muddy track showed the joy enough for one afternoon, but when a glance at the form chart shows that each one of the victors was heavily and persistently backed in the betting ring the joy knows no bounds. The Woods boys deserved all they got yesterday, too, for the horses in each race were cleverly handled and in at least two instances won by superior jockeyship. The only time one of the Woods boys appeared in the saddle yesterday and failed was in the last race with Alfred C. The horse was well handled but the distance was a trifle too far and he weakened at the end.

It was a great day for the talent as four well placed bets in a row and the other two events were taken by horses backed strongly. Some of the books lost heavily notably Joe Harlan who dropped \$1,800. Jim Davis (Melbourne Club) was about the only successful bettor in the ring. He made big place and show books all day and cleared up \$1,300 by his forethought as the place and show books happened to be very good throughout the afternoon.

Vittorio and Barker were the only jockeys outside of the Woods family to win yesterday. Winnie O'Connor was second one but that was as near as he got to the money. Jack Morgan made his reappearance in the saddle on the local tracks and was warmly greeted.

The yearling sale at the Occidental Horse Exchange was well attended last night and the public secured some rare bargains. The horses were the property of J. Nagle Burk of San Jose and were mostly the get of Bressano, the great colt, who ran second in the Futurity at Shrewsbury head day as a two-year-old. Mr. T. H. Williams Jr., purchased a number of the yearlings and will turn them out on a ranch in Oregon to mature and grow without racing through their two-year-old years. Three and four year olds they will be taken up by a competent trainer and prepared for the races. Mr. Williams believes that in this way he will get racing stock of great stamina and speed and defeat all the older horses that are raced too much during their two year old life. The experiment will be given a faithful test by Mr. Williams and will be watched with interest by the entire turf world.

Old Cromwell had plenty of speed yesterday although he appeared to be beaten a block. Some day he will slip into good company with a competent jockey on his back and then it will be a case of "letting him do the work."

The run through the stretch made by Ringmaster yesterday started every body and many a pencil mark was put down for future reference. Everything he had yesterday was stopping faster than he was running and he deserves little credit for finishing third.

Jose G. was away very badly yesterday and howson got rattled and made a mess of his race or so the favorite heuten Reid, who had all the best of the start. Dear Swift also ran a nice race but was slow to get in action at the start. He will do better over a distance.

BOXING.

Tonight the local lovers of boxing will be treated to some rare sport. The old Exposition building will be the scene of the contests, and the old Acme Club will be sponsor. A fine card promising thirty-three rounds of fighting or knock-outs is down for decision, and each one of the three contests looks on paper to be a show worth the price of admission. The first bout is promised for 8:15 and the management hopes to complete the entertainment in less than an hour from across the bay to catch the 10:20 narrow gauge. Con Sheehan, the professional knocker out for the English navy, is doing all kinds of road stunts and gymnastic work in his preparation for the job he has on hand to knock out Hank Griffin, the Los Angeles heavy-weight, who, under the care and protection of Tom McCarren, the leading sport of the south-west, is in good shape. Griffin is not only safe from growing state. There will be no lack of action when the two meet each other, and it will be a case of fight from the drop of the hat.

The sport will begin with an eight-round pipe opener between Mickey Welch and Jack McDonald. The main event between "Young" Mike Gibbs and Tom Williams should prove one of the best contests seen here this year. Both have science and speed and know how to use both.

COURSING.

The regular draw for the open stake which will be decided at Melrose Counding Park on the Haywards road Sunday took place last night at No. 3 Golden Gate avenue, San Francisco. Forty-eight dogs were entered and the draw resulted as follows: Maid of the Hill vs. Whiskey Hill, Ban-

lockburn vs. Night Time, Lovina vs. Dorothy Belle, Alden Girl vs. Little Lacey, Hard Lines vs. Lily Wright, Admiral Simpson vs. Wedding Bells, May Lawrance vs. Forget Rona vs. Huphazard, Warrior vs. Harco, Daylight vs. Daisy Chair, Silver Cloud vs. The Gaffer, Al a Rue vs. King's Borderer, Queria, Chant vs. Mt. Eden, My Bonnie King vs. Martha Washington, Dorothy M. vs. Ty-tone Equine, Merwin vs. Crawford Lane, Half Moon vs. Glencoe, Morning Glory vs. Kenneth, Fair Glen vs. Vagrant, Loue Mountain vs. Motor, Sea Cliff vs. Tremont, Kitty From Cork vs. Rosie Clark, Rosewood vs. Yellow Tail, Tammany vs. Penicla Boy.

For Over Fifty Years Mrs. Winslow's Soothing Syrup has been used for children teething. It soothes the child, softens the gums, always all pain, cures wind colic and is the best remedy for diarrhoea. Twenty-five cents.

"No Hot Air" At H. Schellhaas, but goods guaranteed as represented, at H. Schellhaas, Elevator street.

Perfection Flavoring Powders Made from pure fruit juices; no alcohol, no adulteration. Long Bros., 3355 Howe street. Phone red 4122.

An exhibition of fancy swimming and diving will be given under the direction of Professor Hawthorne, champion 100 yards swimmer of America, at the Piedmont Baths on next Sunday afternoon at 3 o'clock.

H. Schellhaas, corner store, Eleventh st.

Advances made on precious stones

This is a new feature advanced by a first-class house.

Baldwin Jewelry Co. Gold and Silver Smiths Manufacturers of fine art jewelry 844-846 Market St., S. F. Telephone Main 1644. Branch 27 Third St.

Nothing will add quite so much to that daintiness of flavor which should be the leading feature of the Thanksgiving plum pudding as

CREAM SYRUP

—it is the perfection of all syrups and is daily growing in popularity. All grocers keep it—look for our label.

CALIFORNIA MERCANTILE CO. 1st and Broadway Sts., OAKLAND.

THE PIONEER FRENCH BAKERY M. J. LONGE, Proprietors. N. E. cor. Tenth and Webster Streets. Telephone White 535, Oakland. First quality French bread delivered to all parts of Oakland, Berkeley and Alameda. Loaves made to order for camping parties. French rolls made to order.

VIM VIGOR VITALITY FOR MEN "Mormon" Pills have been in use over 20 years by the leaders of the Mormon Church. They cure all kinds of ailments, such as: Catarrh, Gonorrhea, Stricture, Prostatitis, etc. They are sold by all druggists. Price 50 cents per box. Write for free literature to Geo. Smith, Druggist, 450 Twelfth Street, Oakland.

BROWN & MCKINNON MERCHANT TAILORS 1018 Broadway. We carry a full line of desirable staple goods and latest novelties. LATEST WINTER GOODS NOW IN. Evarts Block.

Prindle & Higgs GROCERS 1062 Washington St. Bet. 11th and 12th SPECIALS FOR THIS WEEK

Seedless Sultan Raisins 2 lbs. 15c

Thompson's Bleached Sultan Raisins 2 lbs. 25c

Loose Cluster Raisins 3 lbs. 25c

Zante Currants per lb. 10c

Blue Ribbon Seeded Raisins per pkg. 10c

Campbell's Cranberry Sauce large can 10c

Van Camp's Genuine Pumpkin per can 15c

New Soft Shell Almonds 2 lbs. 25c

Best Walnuts 2 lbs. 25c

Soft Eye Salmon per can 10c

THE NEW STORE 1062 WASHINGTON ST. Phone 1082.

"The Credit House" Six Stories High

We are Proud Of our new shapes and finishes in Dressing Tables. Solid mahogany, rich grained oak, dainty birdseye maple, richly carved, or chastely plain and of highest finish. Many handsome ones from \$18 to \$30, though prices run up to \$65.00. A mahogany finish dressing table with beveled plate mirror, ample drawer and of nice design for 7.50.

In Winter Is the time to have lots of rugs. Now is the time to get them—we are selling Carpet-rugs, 3/4 to a yard and 3/4 long, Axminsters, Moquets and Velvets for 95 cents; Brussels and Tapestry, 65 cents. All nicely fringed.

Always Visit the Drapery Department. Now is a good time to look over the latest in Comforts, Blankets and Bed-spreads; you will be needing extra ones soon.

M. FRIEDMAN & CO. 233-235-237 Post St. San Francisco. Telephone—Private Exchange 37.

Lydia E. Pinkham's Liver Pills Headache, resulting from causes peculiar to women. 25c

LASH'S BITTERS KIDNEY & LIVER A PLEASANT LAXATIVE NOT INTOXICATING

CALIFORNIA MERCANTILE CO. 1st and Broadway Sts., OAKLAND.

THE PIONEER FRENCH BAKERY M. J. LONGE, Proprietors. N. E. cor. Tenth and Webster Streets. Telephone White 535, Oakland. First quality French bread delivered to all parts of Oakland, Berkeley and Alameda. Loaves made to order for camping parties. French rolls made to order.

VIM VIGOR VITALITY FOR MEN "Mormon" Pills have been in use over 20 years by the leaders of the Mormon Church. They cure all kinds of ailments, such as: Catarrh, Gonorrhea, Stricture, Prostatitis, etc. They are sold by all druggists. Price 50 cents per box. Write for free literature to Geo. Smith, Druggist, 450 Twelfth Street, Oakland.

BROWN & MCKINNON MERCHANT TAILORS 1018 Broadway. We carry a full line of desirable staple goods and latest novelties. LATEST WINTER GOODS NOW IN. Evarts Block.

EVERY LADY Knows the Famous Makers LAIRD, SCHOBOR & CO., FOR SHOES.

We have bought too many, and in order to reduce our stock we must make a sacrifice. On MONDAY, November 11, we began to cut prices on our \$6.50 \$6.00 Shoes to \$4.45 and \$5.00 These goods are of the LATEST STYLES and UP-TO-DATE MAKES. Call and convince yourselves of the facts.

Lippitt & Fisher SAN FRANCISCO 945 Market Street

SAN FRANCISCO

VETERANS

of '61 are in the city in large numbers, with headquarters at 517 Market street. No, these old fighters are not men, but guns, and they are being sold as relics to the people of San Francisco. There are thousands of them now for you to choose from, but the supply is limited to these, so that you must come quickly—to-day, if possible—in order to get just what you want.

Remember, these are the last reminders of the dark days of the Civil War, and in a few years their value will be much greater than it is now. Speculators realize this and Don't wait till they have them all, but come now and get the bargains yourself.

As RELICS and for PURPOSES OF DECORATION these guns are especially valuable, and this is your only chance to secure U. S. RIFLES, CARBINES and REVOLVERS for almost nothing. Think of getting a genuine \$18 MAXYARD RIFLE, with 20 cartridges thrown in, for \$7.50. That's our price.

Besides their historical value, these guns can all be used for Hunting, Sporting, Target Shooting or Home Defense. All are in perfect condition.

W. S. KIRK, 517 Market Street, San Francisco.

MILLS NOVELTY CO. CHICAGO WORLD'S LARGEST PRODUCERS OF SLOT MACHINES. ANNUAL OUTPUT EXCEEDS TEN TIMES THAT OF ALL LIKE FACTORIES. WE HAVE IN STOCK: LEASE, RENT, SELL OR OPERATE ON PERCENTAGE. ALL KINDS OF SLOT MACHINES, ROULETTE, 20TH CENTURY, CHICAGO, DEWEYS, IN THE SQUARES AND QUARTER SCOPES.

GRAND HOTEL SAN FRANCISCO THE PATRONAGE OF OAKLAND AND ALAMEDA COUNTY RESIDENTS INVITED AMERICAN AND EUROPEAN PLANS

PALACE HOTEL SAN FRANCISCO

STOCKER & HOLLAND ABSTRACT CO. A. H. STOCKER, President J. H. MATTHEWS, Vice-President ARTHUR B. HOLLAND, Sec'y and Mgr. CAPITAL, \$100,000 Certificates of Title Abstracts of Title A complete set of Tract Indices of all property in the County of Alameda.

It's Fun To Ride in an AUTOMOBILE that goes like the wind, yet gives you the slightest kick; that is so perfectly constructed that it can be governed by a child without fear of mishap. We build this kind of horseless vehicles to order, and supply automobile parts. Our system of selling Automobiles on monthly instalments places them within the reach of all.

California Automobile Co., 222 Sansome St. Factory, 848 McAllister St. Phone, Telet 360.

CONTINENTAL BUILDING AND LOAN ASSOCIATION OF CALIFORNIA Established in 1859. Subscribed Capital, over \$1,000,000.00. Profit and Reserve Fund, \$200,000.00. Monthly Income, over \$10,000.00. To help its members to build homes, it makes loans on improved property, the members giving first lien on their real estate security. Home Office: 222 Sansome Street. Wm. Corbin, Sec'y and General Manager.

WEAK MEN. DR. HALL'S REINFORCER stops all losses in 24 hours. For full improvement of the system, it is so much confidence in our treatment that we could safely offer five hundred reward for any case we cannot cure. This Secret Remedy cures Stricture, Gonorrhea, Syphilis, etc. It is a sure cure for all these diseases. It is a sure cure for all these diseases. It is a sure cure for all these diseases.

STOCKER & HOLLAND BLD'G 826 Broadway, Oakland. Tel. Main 315.

C. L. PHILBRICK VAL HAMILTON WE PAINT TO PLEASE

SIGN CO. 364 SEVENTH ST. RET. FRANKLIN AND WEBSTER TUTE, 25 Broadway, Oakland, Cal.

The Trustee Shoe Sale

962 Washington Street.

We are out for selling shoes tomorrow! If you are looking for up-to-date good winter shoes for little money, we are the people you are looking for. Just come and see the bargains we will give you on sale tomorrow.

Ladies' Chrome Kid Lace Shoe, patent tip, 3 to 8, worth \$1.75, at \$1.00
Ladies' Dougala Kid Lace Shoe, patent tip, coin toe, vesting top, worth \$2.00, at \$1.25
Ladies' Vici Kid Lace Shoe with extension soles, patent tips, heels or spring heels, at \$1.45
Ladies' Kangaroo Calf Lace Shoe, heavy soles, low heels, just the shoe for the winter, at \$1.45
Ladies' French Vici Kid Lace Shoe, hand turned or extension sole, silk vesting or kid tops, the latest style patent or kid tip, with military heels, worth \$5.50 at \$1.95
Ladies' French Calf Patent Leather Lace Shoe, military or French heels, the new toe, extension or light soles, worth \$3.50 at \$2.45
60 pair Men's Vici Kid or Box Calf Lace Shoe, worth \$3.00 at \$1.95
Men's Alaska Seal Shoes, congress or lace, they are just the shoe for wet weather, worth \$5.00, at \$2.00
Just come in to see our Men's \$2.50 foot-form shoe. They come in 10 different styles in all varieties of leather, vici kids and box calfs, they are better than any \$5.00 shoe in the market. Good wear or another pair. That is the way we sell the foot-form shoe for \$2.50.
Just received 120 pair Men's Fine Hand-sewed Shoe in vici kid, box calf and willow calf, cloth and kid tops, they are samples, worth \$5.00 a pair, on sale tomorrow at \$2.95.

TRUSTEE SHOE STORE 962 WASHINGTON STREET. Trustee, J. SIMON

Oakland Tribune.

Office Telephone.....Main 46
News Telephone.....Main 16



PUBLISHED DAILY (Sunday excepted),
413, 415 and 417 EIGHTH STREET,
—BY THE—

TRIBUNE PUBLISHING COMPANY,
WILLIAM E. DARGIE, President,
Delivered by Carrier
—at—

50c Per Month

New York and Chicago Offices.

The Eastern office of THE OAKLAND TRIBUNE is at 220 to 224 Temple Court, New York City, and at 317 and 319 U. S. Express Building, Chicago, with Mr. E. Katz as manager.

San Francisco Office.
The San Francisco office of THE OAKLAND TRIBUNE is at 3 Powell street, Columbia Trust Building, and the manager, Mr. F. R. Porter, to whom all correspondence should be addressed, has his office at 300 California street, near the Palace Hotel.

The Tribune in San Francisco.
The 5 cent edition of THE OAKLAND TRIBUNE may be purchased in San Francisco at that hour, at 418 Market street, near Grant avenue (Cooper's Co. Art Stationers); at the Ferry Building news stands; at the Grand Hotel news stand, and at the Palace Hotel news stand.

Growth of Oakland and Suburbs.

Residents of	1890	1900
Oakland	44,882	66,950
Alameda	11,165	16,464
Berkeley	5,101	13,214
Fruitvale, etc.	3,108	8,168
Emeryville	228	1,016
	62,294	105,822

Population of Alameda County.

In 1890	1900
130,197	235,654

AMUSEMENTS.

Dewey—"The Man of War Man."
Alhambra—"The Man of War Man."
Central—"The Man of War Man."
Grand Opera House—"The Man of War Man."
California—Haverty's Minstrels.
Columbia—"The Man of War Man."
Orpheum—"The Man of War Man."
Fruitvale—"The Man of War Man."
Oakland Race Track—Races today.

FRIDAY, NOVEMBER 22, 1901.

GENERAL NOTICES.

THE NEW ERA Loan and Trust Co. have quit business. Those indebted will please call and settle. Oakland, Cal., Nov. 20, 1901.
EXPERT upholstery, polishing or repairing; send postal or call on C. Koeber, 151 15th st., opp. City Hall.
FOR "Up-to-Date Signs" see ALLEN-DORF, 312 San Pablo Ave.; telephone brown 32.
OAKLAND WINDOW Cleaning Co., 312 Seventh street, order box 45, corner Twelfth and Broadway; cleaning show cases, looking glasses, windows, paint, brass, etc.; estimates free; work by week or month; phone 61, main. E. Pligonski.

PERSONALS.

G. W. HARTMEYER—Private Detective, 213 Ashby Ave., Berkeley.
BRANCH of the famous Mechanical Massage Institute of Paris for body, face and scalp. 205 Washington st., rooms 65, 66 and 67. Demonstrations free.
A. B. McGINN—practical landscape gardener; work done by contract or by the day; A-1 references. 409 Ninth st., Oakland.
MADAME SODAN, world renowned card reader and palmist, 515 Fifth st., near Washington. The truth or no, for a fee.
RETURNED—Mrs. May, clairvoyant and business medium, 633 Franklin st. Phone Red 313.

BUSINESS PERSONALS.

AN ELEGANT LINE of remnants for suits to order; 35¢; these suits will make extra pants free of charge; other suits on installment; f. weekly. L. Lemoine, 55 Third street, bet. Washington and Clay.

AGENTS WANTED.

AGENTS WANTED—Something new; household necessity; free booklet and particulars. Contact Mr. C. S. Suni, Glen, Alameda Co.
AGENTS WANTED for the best juvenile holiday books, on a guaranteed salary of \$2.50 per day. Call between 3 and 5 P. M. Occidental Pub. Co., cor. Twelfth and Broadway, Oakland, Cal., M. Thompson.

MALE HELP WANTED.

BOY to make himself useful about summer. Apply 615 Telegraph ave., Oakland.
YOUNG MEN for Railway Mail clerks. Inter-State Correspondence, Cedar Rapids, Ia.
WANTED—A good collector for newspaper work. Address box 23, Tribune office.

SITUATIONS WANTED—MALE.

WANTED—Young man wants place in private family to work for board while attending business college. Address box 34, Tribune.
JAPANESE AND CHINESE Employers—We are old and help of every kind; tel. black 232, 45 Seventh st.

FEMALE HELP WANTED.

WANTED—First class wait hand. Mrs. F. L. Henthall, 521 Eighth street.
WANTED—Girl for general housework. Apply 140 Webster st.
WANTED—Young girl for general housework and to assist with children, at 115 Seventh ave.

NURSE GIRL WANTED.

NURSE GIRL WANTED—Call 156 East Twelfth st. and Third ave; hours between 11 and 8 o'clock; wages \$10; no one under 16 years need apply.

LADY PRESSER WANTED.

LADY PRESSER WANTED. Apply at Lutz, Parisian Dressing and Cleaning Works, 410 Fourteenth st.

WANTED—A good, reliable woman with references for cooking and general housework; two in family; wages \$3. Address box 35, this office.

WANTED—Girl or elderly woman for general housework; wages \$12 to \$15. Call 223 Oakland ave.

WANTED—One lady to mail or superintend distribution of circulars in each town or United States; good pay; permanent employment; address: Mrs. M. Summers, Notre Dame, Ind.

WANTED—Several good lady canvassers for newspaper work. Address box 22, Tribune office.

FURNISHED HOUSES TO LET.

LOWER PLANT, furnished; no children. Apply 38 Twenty-seventh st.

HALLS FOR RENT.

HALL TO LET—Grand Army Hall to let. Apply 10 Broadway.

SITUATIONS WANTED—FEMALE.

FIRST CLASS COOK wishes situation; American family preferred; wages \$30 to \$35. Please call for two days, 220 Seventh st.

HOUSEWORK WANTED by a good reliable woman; in nice family; good cook; neat; washing, state wages. Address 350 Pacific st., West Oakland.

COMPETENT GIRL wishes situation to do general housework in small family, 102 1/2 Seventh st.

A COMPETENT COOK wishes a place; good references. Apply 523 Eighth st., near Broadway.

TWO experienced girls would like positions in laundry. Apply 234 Twelfth st., after 3 P. M.

WANTED—Position to do light work of any kind in store or factory, by two girls. Apply 234 Twelfth st., after 3 P. M.

YOUNG GIRL going to school would like good home in Christian family in return for light services. Address 714/2 Parola street.

LADY wants convenient unfurnished room; would give assistance in day instead of rent. Address 102 1/2 Chestnut st., Oakland.

MRS. FAUGHNAN, 245 Filbert st., wants work; washing or housework.

GIRLS wishing situations for general housework, second work or nursing can get the best positions by applying at Marvin's 1182 Washington st.

FOR RECOMMENDED HELP send your order to Mrs. Cattell, 25 Eighth st., near Clay; oldest and most reliable employment office; all nationalities; male and female. Telephone 2576 black.

FURNISHED ROOMS TO RENT.

ONE or TWO sunny front rooms; board included. 182 1/2 Eighth st.

FURNISHED housekeeping rooms, 29 Telegraph ave.

THREE or four sunny connected rooms; separate entrance. 615 Fifteenth st.

NICE sunny furnished rooms, 561 Fourteenth st.; quiet and central.

WANTED—At once, nicely furnished house of 8 or 9 rooms; small family. Address box 2, Tribune office.

TWO YOUNG MEN can have a home in a beautiful new residence with every modern convenience; references exchanged. Address box 27.

SUNNY furnished housekeeping room; near station. 1234 Franklin.

PORTLAND HOUSE—42 Ninth st., between Broadway and Washington; newly furnished rooms; suits, \$2.50 to \$4.50; single rooms, \$1 to \$2 per week; transient, \$2 to \$3; large front suites for office; phone 345.

40 SAN PABLO AVE.—Nicely furnished rooms with gas range, water, etc.

NICELY furnished sunny room, with or without board, 825 Madison st.

THREE or FOUR nice sunny rooms; housekeeping; no young children. 1211 West st.

TWO nice single rooms or housekeeping rooms on suite with piano; at 419 Sixth street.

SUNNY ROOM, furnished or unfurnished, with bath if desired; use of parlors with piano during the day; telephone; call evenings. 1502 West st., cor. Twentieth.

"OAK LAWN"—7th Eighth st., cor. California; board and house; thoroughly renovated and newly furnished throughout; mid-day lunch a specialty; everything first class and reasonable.

PLATS of 3 and 4 rooms for housekeeping. Apply at 509 San Pablo ave., Hand's block.

NICELY furnished sunny room, suitable for one or two gentlemen; convenient to electric cars and locals. Apply 851 Grove street.

NICE sunny room; new flat. 815 Grove street.

FURNISHED ROOMS—Gas, running water; telephone; choice neighborhood; low rent; references required. 120 Eleventh street.

TWO partly furnished rooms, 112 128 Fifth st., Adeline station.

THIS MENLO—Corner Thirteenth and Washington streets; sunny; furnished; single or on suite; light housekeeping. Terms reasonable.

NICELY furnished front room; sun all day. 1853 Alice st., cor. Eleventh.

FURNISHED ROOMS, 225 Eleventh street.

SUNNY ROOMS, with board; bath, gas and phone; convenient to all car lines. 220 Fourteenth st.

THE OREGON—1134 Broadway; sunny rooms on suite and single; housekeeping; \$4 to \$10.

PLEASANTLY situated sunny rooms; modern. 241 Filbert st.; phone Green 42.

TO LET—HOUSES UNFURNISHED.

Brund New List Every Day.
318—Modern 6 room cottage, choice location. 1008 Broadway, near 10th Street.

MODERN upper flat on Twelfth third st.; one location; 2 rooms and bath; new; \$10; room 5 room flat, near Broadway.

318—Room 5 room flat, near Broadway. We have list of furnished houses. Get list at office.

GEO. W. AUSTIN & CO., 1008 Broadway, near 10th Street.

MODERN upper flat on Twelfth third st.; one location; 2 rooms and bath; new; \$10; room 5 room flat, near Broadway.

318—Room 5 room flat, near Broadway. We have list of furnished houses. Get list at office.

GEO. W. AUSTIN & CO., 1008 Broadway, near 10th Street.

MODERN upper flat on Twelfth third st.; one location; 2 rooms and bath; new; \$10; room 5 room flat, near Broadway.

318—Room 5 room flat, near Broadway. We have list of furnished houses. Get list at office.

ROOMS AND BOARDING.

NEATLY furnished room with board. Call 157 Jackson st., cor. Sixth.

HOUSES FOR SALE.

FOR SALE—House of five rooms, in excellent condition; rented for \$15.00 per month; lot about 40x75; centrally located in East Oakland; 300 feet from electric car line; will be sold for less than the house would cost; price \$3,200. S. F. MEADS & CO., 1223 Broadway.

FOR SALE—House of eight rooms and bath, in good condition; Peralta ave., near Nichol ave., Fruitvale; all modern conveniences. Inquire on premises.

\$2,500—TEN ROOM COTTAGE, 2 baths, conservatory, in one of the choicest locations of Oakland; 7 minutes' walk of best grocers; street light work completed; open lawn, shade trees, near high school and churches; lot 40x125; this is a bargain and must be seen to be appreciated; lot alone worth \$1,500; house insured for \$1,800.

GEO. W. AUSTIN & CO., 1008 Broadway, near 10th Street.

\$4,500—COMFORTABLE 3 room house, with bath, gas, hall, bay windows, etc.; lot 50x100 feet; not far from Broadway and in the immediate vicinity of the Carnegie Library; electric cars in front; elegant residence location; fine place to build; almost business property; alone worth the cost; price \$4,500; splendid bargain; owner going East; look this up; will be the closest investigation.

GEO. W. AUSTIN & CO., 1008 Broadway, near 10th Street.

\$2,500—Beautiful story and a half house of 8 rooms, laundry and bath, all modern, on one of Oakland's most prominent thoroughfares; electric cars in front; beautiful lawn and garden; also lot; \$200 down and balance on time; this property is worth the cost; price \$2,500.

GEO. E. M. GRAY, 454 Ninth Street.

PHYSICIANS DIRECTORY.

STERILITY cured by Mrs. Dr. E. Satter-Simon, French midwife and electrician. Takes ladies in confinement; charges moderate. 182 1/2 Eighth st., and 7 to 8 1/2 Powell st., San Francisco; telephone Red 244.

REILLY, PAUL H. M. D.—Physician and surgeon, Central Bank Building; hours 10 to 12 P. M., 4 to 6 P. M., 10 to 12 P. M.

DR. D. C. CROWLEY, 212-214 Central Bank Building; office hours, 2 to 3 P. M. and 7 to 8 P. M.

DR. A. C. CRAWFORD, late senior physician, Hahnemann Hospital, Chicago, Ill., removed to corner Twelfth and Filbert st.; telephone Pine 351.

ADAMS, DR. F. L.—Office Central Bank Building, Fourth and Broadway; hours 10 to 11 A. M., 4 to 5 P. M.; tel. Grove 351; residence 1230 Telegraph ave., tel. Red 256.

MEDICAL.

STRICTLY PRIVATE home for women during confinement. Dr. L. M. Harrison, Osteopath, 170 Gore st., between Wood and Pine, West Oakland.

STRICTLY PRIVATE—Mrs. Dr. Funch's secluded residence, 148 Eighth st., Alameda; diseases of women only; special attention to gynecological cases; see me before going to others.

MRS. D. ALLEN, 1113 Market St. S. F., bet. Mason and Taylor; reliable ladies' specialist; 8 private home before and during confinement; 15 years' successful experience; best medical attention; low fees.

EXCHANGE.

\$105.00—Columbia wheel and good oil stock will exchange for diamonds. If in pawnshop will trade for equity. Address box 47 this office.

RESTAURANTS.

LOUISVILLE RESTAURANT, John Slavich, proprietor, 127 Broadway, near Twelfth st., Oakland, Cal.

NEW POSTOFFICE RESTAURANT—Meals served day and night; oysters cooked in any style. 409 Eleventh st., bet. Washington and Broadway; tel. 141 Pine. Milasch & Crum.

NURSES' DIRECTORY.

MALE and female nurses, dressers, massagers, day and night service. 564 Fourteenth st.; phone black 281.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

WANTED.

WANTED—A good collector for newspaper work. Address box 22, Tribune office.

DENTISTS DIRECTORY.

GEO. F. AMES, D. D. S.—Removed from 110 1/2 Broadway to 1088 Washington, cor. 12th.

E. A. UFTON, D. D. S.—Rooms 9 and 10, 1103 Washington st., corner Fourteenth; hours 9 to 5; over Howell, Dohrmann & Co.

A DISCOUNT of 25 per cent for thirty days on all plates, crowns and bridge work; see our new work on file; place the Rose Pearl, warranted for twenty years; crowns, \$3.50; fillings, 50¢; plates, 25¢ full set; all work painless and warranted. Chicago Dental Parlor, 24 Sixth st., San Francisco.

DR. GEO. W. LEEK—20 O'Farrell, extra teeth or fills teeth painlessly by his metal or rubber plate; \$1.00; bridges \$1.00; received eight first prizes; no students; lady attendant; guarantee twelve years.

J. M. DUNN, D. D. S.—Dental parlors, 345 Broadway, rooms 345 Union National Bank Building, Oakland, Cal.

FOR SALE MISCELLANEOUS.

FOR SALE—Cheap stove, chairs, bed and mattress; everything for housekeeping; also small lot of furniture; call on J. W. ALLEN, 223 East Oakland.

THIS MOST PERFECT oil burner ever patented, producing a clear blue flame; no soot or smell; can be used on gas or kerosene; also on kerosene; call on J. W. ALLEN, 223 East Oakland.

FOR SALE—Furniture and carpets; good; cheap; call quickly. 320 East Fifteenth st.

FOR SALE—Valuable miscellaneous books and household furniture; call on J. W. ALLEN, 223 East Oakland.

FOR SALE—Bargain; good fruit and grocery store on San Pablo ave., Oakland, near Broadway; bargain to right party. Apply B. H. Griffin, 321 Broadway, Oakland.

FOR SALE—Fine folding bed. Apply 805 Filbert.

FOR SALE—Good open yacht. See owner at 712 Telegraph ave., Oakland.

FOR SALE—Room. Inquire 1041 Seventh street.

JUST ARRIVED FROM COUNTRY—Thirty head young, sound, heavy, weighing from 1,000 to 1,500 lbs.; broken and unbroken. Apply J. Doran, Thirtieth and San Pablo.

EDUCATIONAL AND MUSICAL.

MUSICALS—A lady singer, just over from London—pupil of Charles Lunn and other prominent vocalists; desires to sing at musical evenings, "at homes," etc., with vocal and instrumental (violin and piano) parts; at very reasonable terms. Apply box 31, Telegraph ave.

TEACHER piano, violin, mandolin, guitar and banjo. 120 Fifth st., bet. Madison and Oak; terms reasonable.

OAKLAND SCHOOL OF ART—34th st., cor. 14th; classes in drawing, painting, sculpture, etc.; instruction by J. P. Palmer, teacher mandolin, guitar, banjo; instruments for sale to take home.

W. E. BROOKS, San Francisco—Specialist; affections of the throat and all dental work; best surgical and medicinal methods; operating parlors at 502 Sutter st., corner of Powell; telephone, Exchange 50; Residence, Oakland.

DENTISTRY.

W. E. BROOKS, San Francisco—Specialist; affections of the throat and all dental work; best surgical and medicinal methods; operating parlors at 502 Sutter st., corner of Powell; telephone, Exchange 50; Residence, Oakland.

THE LIBEL CASE.

William Atkinson, a member of the Alameda Building and Trades Council, who, in conjunction with J. J. Victory is accused of criminally libeling Business Agent Muller of the Trades Council has his trial set for December 17th in the Police Court this morning.

DEATH OF WM. FOWLER.

William F. Fowler aged 60 years, died at his residence, 1110 East Fourteenth street, this morning of heart disease.

LOST AND FOUND.

LOST—In vicinity of City Hall, lady's purse containing \$20 and two English sovereigns. Finder rewarded. 506 Hubbard st.

LOST—Knight Templar watch charm, name in white enamel (H. C. Whitney). Finder will return it to T. C. Allen, 470 Tenth st., and receive reward.

LOST—At Market st. depot, small purse containing 50¢, 10¢, 5¢, 1¢, 1¢, and three dollars. Finder return to 535 West street.

\$10 REWARD—Lost, ivory headed cane with silver band, bearing name of H. G. Porter. Return to 700 Tenth st., and receive reward.

\$20 REWARD—Lost, Nov. 18, lady's gold hunting case watch. Return to 1315 Third ave., East Oakland, and receive above reward.

LOST—A colt pup two months old, dark brown four white legs; white frill on neck; white tip on tail; return to 625 Twenty-sixth street and be rewarded. T. Howard.

NOTARIES PUBLIC.

GEORGE W. AUSTIN, Notary Public, 1008 Broadway, near Tenth st., Oakland.

CONTRACTORS AND BUILDERS.

TO ENGINEERS AND ARCHITECTS—Drawings, tracings, blue prints prepared; reasonable terms. E. P. Johnson, Engineer, 87 Jackson st.

COTTON BROS. & CO., bridge builders and general contractors, engineers and builders of all kinds of bridge work; pile driving and wharf building. 1739 Tenth st., Oakland; telephone 543.

UNFURNISHED ROOMS TO LET.

FOUR large sunny unfurnished rooms; will furnish if desired; use of telephone. 81 Adeline, one block from local.

MONEY TO LOAN.

ON CHATELAINS or real estate. Mrs. Helen Kelly, 102 Broadway.

LOANS on furniture, pianos, jewelry or stock, low rates; private; return to Central Bank Bldg., Oakland.

\$100 UP—Salary, 45 Ninth; notary public and conveyancer.

PROM \$100 upward—Du Ray Smith, Searcher of Records and N. P. 439 9th.

FROM \$50 to \$5,000 to loan on furniture, pianos, jewelry, live stock, merchandise, real estate, etc. A. W. Berry, 45 Ninth st.

LOANS on Real Estate and on furniture or pianos, with or without removal, in Oakland or Berkeley; at business amount; lowest rates; all business confidential. Call or write to Becker & Co., 25 Montgomery st., San Francisco.

SEARCHER OF RECORDS.

G. W. McKEAND—Searcher of Records and Examiner of Land Titles, removed to 438 Eighth st., west of Broadway, Oakland.

THEY ONLY WANT PRUDENT MEN.

TOMORROW IS THE LAST SATURDAY OF THE M'LAUGHLIN STOCK

AT THE NORTHWEST CORNER OF ELEVENTH AND BROADWAY

Men's Suits	Pants	Youths' and Boys' Suits	Hats and Furnishing Goods
EVERY MAN'S SUIT in the house—values ranging 5.00 to 7.50.....	EVERY PAIR OF PANTS values ranging from 1.50 to 2.00.....	EVERY YOUTH SUIT in the house—values ranging from 6.00 to 8.00.....	EVERY MONARCH AND OTHER HIGH GRADE SHIRTS values ranging from 1.00 to 2.00.....
EVERY MAN'S SUIT in the house—values ranging 8.00 to 10.00.....	EVERY PAIR OF PANTS values ranging from 2.00 to 2.50.....	EVERY YOUTH SUIT in the house—values ranging from 9.00 to 12.50.....	A MIXED LOT OF GOOD UNDER GARMENTS values ranging from 50c to 1.00.....
EVERY MAN'S SUIT in the house—values ranging from 11.00 to 15.00.....	EVERY PAIR OF PANTS values ranging from 3.00 to 4.00.....	EVERY BOY 2-PIECE SUIT in the house—values ranging from 2.50 to 5.00.....	ALL OUR 2.50 HATS in the house—Derby, Fedoras, Alpine, Pasha's—in all shades.....
EVERY MAN'S SUIT in the house—values ranging from 15.00 to 20.00.....	EVERY PAIR OF PANTS values ranging from 4.00 to 6.00.....	EVERY BOY'S VESTEE SUIT in the house—values ranging from 2.50 to 4.00.....	EVERY HAT in the house under 2.50—the regular selling price.....

THE DOORS WILL BE CLOSED

Upon the greatest legitimate sale ever inaugurated. This carnival of bargains will cease positively **WEDNESDAY, Nov. 27th, at 9:45 p. m.** Avail yourselves of this opportunity to secure your wants at prices never quoted before on standard merchandise.

NORTHWEST CORNER ELEVENTH AND BROADWAY

SALINGER'S REMARKABLE CO-OPERATIVE SALE

The stirring news have created widespread interest. The wares are new and handsome, the variety most satisfying, and the prices have created a furor owing to the close approach of the holidays. By investigating our goods and prices you'll find that they present a large saving to you.

Thanksgiving Table Linen Sale

will start in earnest TOMORROW MORNING. They are priced for those who buy the best for the least.

We have increased our staff of salespeople to give you quicker and better service.

Salinger's Big Department Store

S. W. Cor. Eleventh and Washington Streets, Oakland

COMPROMISE DAMAGES IN THE FEENEY CASE.

The suit of Mrs. Katherine Feeny for \$1,000 damages against the Bay Counties Power Company has been compromised by the payment of \$500 for the maintenance of her three children. Suit was brought because of the killing of the husband of the deceased by electric wires on the roof of the power house of the defendant. Compromise was, at first, refused, but it was ascertained that the deceased had been warned about the wires when he was about to go upon the roof. In the prosecution of the case, therefore, the defense would have resorted to the charge of contributory negligence.

ALTAMONT NOW HAS A NEW POSTMASTER.

A telegram from Washington states that S. J. Wright of Altamont in this county has been appointed Postmaster at that place.

THE DEWEY PERFORMANCE PLEASES ITS PATRONS.

"The Man o' Wars Man" at the Dewey Theater is packing the place nightly. Every scene is presented in a realistic manner and the climax are received with double and triple recalls. Altogether, the play is one of the most entertaining which has been produced at this theater. It gives satisfaction to the paragon and to the gallery, and inspires the actors to their best work. The last performance of the piece will be given next Sunday night.

H. P. THALL IS TO INVESTIGATE.

Will Find Out How the Pleasanton Mail Comes to Oakland.

H. P. Thall, superintendent of the eighth division of the railway mail service, has addressed a letter to THE TRIBUNE with reference to the mail service between Oakland and the East end of the county, which was criticized recently in these columns. THE TRIBUNE called attention to the unnecessary delays in the delivery of mail destined for this city, occasioned by sending it through to San Francisco and then returning it here. Mr. Thall says:

"I beg to state that this will be immediately investigated, and if there is sufficient quantity of mail at Pleasanton which could be advanced, to warrant a direct pouch for Oakland by train 57, leaving Pleasanton at 6:11 a. m. and arriving at Oakland at 8:06 a. m., the pouch will be immediately established. Niles has for a number of years dispatched a pouch daily except Sunday by this train, and if there have been any delays in the receipt of

mail at Oakland from Niles, the responsibility for such delays rests with either the postmaster at Niles or at Oakland."

Mr. Thall goes on to say that he is anxious to improve the service and stands ready to hear any complaints and rectify irregularities. All this is very satisfactory. It may be stated, however, that Niles was named by inadvertence. The point particularly in mind was Pleasanton, though the complaints of delayed delivery relate to stations on the Western Pacific East of Niles. Only recently THE TRIBUNE had a disagreeable experience in this connection. An important news letter with a special delivery stamp was mailed at Pleasanton in the evening. This letter was carried over to San Francisco and did not reach this city on the return till noon next day. Inquiry developed that this was a frequent occurrence and there was much complaint about the unnecessary delays and the roundabout method of delivery. Mr. Thall can rest assured that THE TRIBUNE has no desire to be unfair to him, but simply pointed out what appears to be an abuse and an injustice to the people of this country.

The fact is, as Mr. Thall admits, that there is no pouch for mail posted at Pleasanton for Oakland. It therefore goes in with the San Francisco mail and after being assorted across the bay is sent back here to be delivered at its destination. It is in this connection that device measures to obviate this ridiculous circumlocution. That is the business of the postal authorities.

There ought to be a pouch for Oakland



Importers of High-Class Dry Goods.

JUST RECEIVED—Six lines of choice materials in velvet and cream for bridesmaids, debutantes, and evening gowns—rich but inexpensive.

Housekeeping Department. We offer only the most reliable goods at very close prices.

Blankets—Magnificent values in white and colored Blankets—large six-piece blanket at \$2.00 pair—special values at \$1.75 pair, \$2.25, \$3.00, \$3.50, \$4.00 pair up to finest grades produced. A saving of 20 per cent to purchaser.

Near Linen & Mascot Sheets. Two best muslin sheets manufactured—sold at cost of material—all size beds from cribs to largest. Hotel, hotel, etc., should send for price list.

Bed Spreads and Comforters Wholesale and retail. We are direct mill agents and offer tremendous inducements.

Table Linens. We are direct importers of the very best German, Irish, English and Austrian linens which we sell at wholesale prices—Our assortment is immense. EMBROIDERING and MONOGRAMMING OF LINENS OUR SPECIALTY.

The D. Samuel's Lace House Co. WHOLESALE—RETAIL. SUTTER ST., CORNER GRANT AVE. SAN FRANCISCO. Sole Agents for Quilted Table Padding.

PECK'S NEW THEATER INCREASING PATRONAGE.

At Peck's Broadway Theater every afternoon and evening this week will be a continuation of the excellent program with which the work was opened. This cozy little home of entertainment is now an established feature of the amusement world of Oakland and bids fair to equal its rivals on the other side of the bay. It is helping to educate the people of this city to the effect that they do not need to go to San Francisco in order to find theatrical amusement. The price of admission is only 10 cents.

LOHER'S HOME BAKED PORK AND BEANS (Boston or New York style) In pots 3 sizes, 10c, 15c, 25c. Try them G. T. Loher, Fresh Meats & Delicacies 211 SAN PABLO AVE. PHONE MAIN 1001. Free Delivery. Bet. 16th and 17th.

Reductions in Ladies Made-to-Order Garments

I desire to reduce my extensive stock of woollens and novelties for made-to-order costumes, and have greatly reduced my former prices from \$15 to \$20 on costumes. For instance, \$75 gowns to order, reduced to \$55.

Frances

Maker of Ladies Garments 796 Sutter Street

The New Eastman Plate Cameras

ARE HERE

Let us show them to you.

R. A. LEET Kodak Agency Thirteenth bet. Washington and Clay.

Lowest cut rates and you're sure it's fresh and genuine

Hunyadi Water.....	25c	Cuticura Soap.....	15c
Duffy's Malt.....	75c	S. S. S.....	75c
Safe Cure.....	85c	Malt Nutrine.....	20c
Lydia Pinkham's Co.....	75c	Carter's Pills.....	15c
Listerine.....	65c	Guide's Peptomangan.....	85c
Calder's Dentine.....	15c	Antiphlogistine.....	40c

We have sold the best drugs for more than twenty-five years—It's the same today—

BOWMAN'S DRUG STORE

BROADWAY, bet. 12th and 13th Sts.

Branch Store: Cor. 13th Ave. and East 14th St.—Phone East 15

Prompt Free Delivery Phone Main 84

ABSOLUTE SECURITY.

Genuine

Carter's

Little Liver Pills.

Must Bear Signature of

Wm. Wood

See Fac-Simile Wrapper Below.

Very small and as easy to take as sugar. **CARTER'S LITTLE LIVER PILLS.** FOR HEADACHE. FOR DIZZINESS. FOR BILIOUSNESS. FOR TORPID LIVER. FOR CONSTIPATION. FOR SALLOW SKIN. FOR THE COMPLEXION. GENUINE WOOD'S SIGNATURE. 25 CENTS. Purely Vegetable. *Wm. Wood*

CURE SICK HEADACHE.